

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			<b>1. CONTRACT ID CODE</b>		<b>PAGE OF PAGES</b> 1 of 6		
<b>2. AMENDMENT/MODIFICATION NO.</b> 0003		<b>3. EFFECTIVE DATE</b> February 7, 2001		<b>4. REQUISITION/PURCHASE REQ. NO</b> SPO600-00-0115		<b>5. PROJECT NO. (If applicable)</b> Ft. Gordon, Georgia	
<b>6. ISSUED BY</b>  ATTN: GAIL ROBINSON/DFSC-FPB DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN RD. SUITE 4950 FT. BELVOIR, VA 22060-6222 PHONE - (703) 767-9337 FAX - (703) 767-8560			<b>CODE</b> SCO600		<b>7. ADMINISTERED BY (If other than Item 6)</b>  <b>CODE</b> 0		
<b>8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code)</b>				<b>9a. AMENDMENT OF SOLICITATION NO.</b>  SP0600-00-R-0080			
				<b>9b. DATED (SEE ITEM 11)</b> February 8, 2001			
				<b>10a. MODIFICATION OF CONTRACT/ORDER NO.</b>			
				<b>10b. DATED (SEE ITEM 13)</b>			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<p><input checked="" type="checkbox"/> [ X ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  <input type="checkbox"/> [ ] is extended. <input type="checkbox"/> [ ] is not extended</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers.</p> <p><b>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.</b> If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>							
<b>12. ACCOUNTING AND APPROPRIATION DATA (If required)</b>							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: MUTUAL AGREEMENT OF THE PARTIES							
D. OTHER (Specify type of modification and authority)							
E. <b>IMPORTANT:</b> Contractor <input type="checkbox"/> [ ] is not, <input type="checkbox"/> [ ] is required to sign this document and return _____ copies to the issuing office.							
<b>14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)</b>							
<p>Clause L87.100 is hereby deleted. Clause L87.07 is hereby added and attached.</p> <p>Clause B34.01 is amended to add Subline Item 1006 to provide replacement in the event of excessive stolen or damaged fire extinguishers. An updated version of clause B34.01 is attached incorporating all changes to date.</p> <p>Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</p>							
				<b>16A. NAME OF CONTRACTING OFFICER</b>  BRIAN DELONG			
<b>15B. NAME OF CONTRACTOR/OFFEROR</b> BY _____ (Signature of person authorized to sign)		<b>15C. DATE SIGNED</b>		<b>16B. UNITED STATES OF AMERICA</b> BY _____ (Signature of Contracting Officer)		<b>16C. DATE SIGNED</b>	

## SECTION B – SUPPLIES OR SERVICES AND PRICES/COST

### **B34.01 SERVICES TO BE FURNISHED AND PRICES (DESC June 2000)**

The contractor will provide fuel delivery services as described below at a specified location on Ft. Gordon, Georgia. The Contractor is required to provide all manpower, equipment, material and resources as necessary to provide these services. No Government equipment or facilities will be provided to the contractor.

**1. LOCATION** Government designated site on Ft. Gordon, Georgia

**2. PERFORMANCE REQUIREMENT:** The contractor shall have the ability to dispense (retail) fuel to a minimum of 50 wheeled vehicles and equipment per hour with Diesel and/or Unleaded gasoline. The contractor shall be capable of supporting tactical and non-tactical wheeled vehicles similar in size and weight to commercial tractor-trailer equipment. Vehicles overall dimensions range from approximately 20ft to 80ft long x 4 ft to 14 ft wide 13.7 ft. high. Associated dispensing storage at the facility will consist of underground storage tanks (USTs) for Government provided product. The contractor shall be capable of top loading and bottom loading bulk diesel. Facilities shall be equipped with overfill protection, spill containment, and bulk and retail issue meters. All facilities and components used by the contractor shall be in compliance with all local, state, federal, EPA and safety regulations. Facilities shall be configured to allow for expansion as future mission requirements may dictate for additional bulk/retail fueling islands or alternative fuel (CNG, Ethanol, etc.) capability.

**3. ESTIMATED ANNUAL USAGE:** Indicated in Figure 1:

PRODUCT	ANNUAL USAGE
Gasoline (retail)	241,000 gallons
Diesel (bulk)	67,500 gallons
Diesel (retail)	202,500 gallons

**4. GRADE OF PRODUCT:** Government provided Diesel and Unleaded Gasoline

**5. ADDITIONAL SERVICES:** The Government shall provide the Real Property under lease/ permit conditions for the facility. The services provided under this contract shall include, as a minimum, the following:

**(1) Ancillary Facilities:**

(a) All tanks and facilities used to provide the services shall meet the requirements of the current American Petroleum Institute (API) Standards, National Fire Protection Association (NFPA) Codes, National Electric Codes, and all local, state, federal laws and regulations applicable to tanks and facilities of the type to be provided. The Contractor shall be responsible for obtaining all permits necessary for operating these facilities, including a Clean Air Permit when required.

**(1) Deleted by Amendment 2**

(2) Vehicle retail dispensing pumps for all product grades shall be equipped with in-line filters capable of sediment removal to 10 mg/L or less and water removal to 10 ppm or less.

(3) Permanent grounding points and bonding cables shall be provided at bulk loading racks.

(4) Contractor shall furnish and service all facility fire extinguishers IAW local, state, federal and/or installation fire code/fire marshal requirements. Extinguishers shall be stored to deter pilferage.

(5) Facilities shall be equipped to provide air and water for vehicle servicing.

(6) Contractor shall perform preventive and recurring maintenance to insure continuous uninterrupted operation of the facility.

(b) Dispensing pumps shall be configured with adequate lighting for a 24 hour operation and automated key/card lock system for self-service by the customer. The truck bulk loading rack shall be configured with adequate lighting and automated key/card lock system for operation during normal business hours while under the supervision of a facility operator.

(c) Dispensing pumps and islands shall be positioned to allow for unimpeded flow and simultaneous use of all pump positions. Vehicles/equipment varies in dimensions: twenty (20') feet long to eighty (80') feet long.

(d) Automated facility shall consist of latest version of DOD standard source data collection equipment and shall be designed to interface all receipts, bulk and retail issues and accounting transactions to the Fuels Automated System (FAS).

(1) The Fuels Automated System (FAS) is an Automated Information System (AIS) designed to support the Defense Energy Support Center (DESC) and the Military Services in performing their responsibilities in fuel management and distribution. FAS is

a multi-functional AIS, which provides for point of sale data collection, inventory control, finance and accounting, procurement, and facilities management. The contractor shall furnish computer equipment capable of running/interfacing with FAS software programs. Hardware specifications are established by DESC-S. Contractor will coordinate with appropriate POC to determine hardware requirements.

**NOTE:** The monthly telephone bill used for the FAS will be reimbursed by the Government upon presentation of supporting documentation and an invoice certified by the COR. No fees or administrative charges are allowed to be added to the invoice.

- (e) The Contractor shall adhere to the Ft. Gordon Installation Design Guide and coordinate with the Directorate of Public Works (DPW) for clear and concise direction (architecture, parking, landscaping and signage).
- (f) The Contractor shall provide project status reports during construction to the Contracting Officer and COR, upon request.
- (g) The facility shall provide for safe access and exit and a safe traffic pattern within the facility. Traffic flow pattern to and from the facility shall be provided by the installation during the preproposal conference.
- (h) Tank truck bulk loading and vehicle retail pump dispensing areas shall meet all spill control requirements pertaining to the facility.
- (i) Tank truck bulk loading and vehicle retail pump dispensing areas shall be provided with a weather cover. The Contractor shall ensure that the underside of the cover has adequate clearance to allow loading arms and operator headroom when walking on top of the tank trucks.
- (j) The Contractor shall be responsible for all operational and preventive maintenance and repair; provide all manpower, materials, and equipment to accomplish all requirements.
- (k) The Contractor shall ensure all fuel control meters are calibrated semi-annually.
- (l) The facility shall be enclosed with private fencing IAW the Installation Design Guide.
- (m) The Contractor shall provide an auxiliary power source to enable the facility to be operational 24 hours per day during power outage and emergency situations. Contractor shall be responsible for the installation, operation, maintenance and repair of the auxiliary power source.
- (n) Utilities tie-in points will be provided by the installation.

**(2) Operations:**

- (a) Ft. Gordon Directorate of Public Works (DPW) shall provide the Contractor with a complete list of vehicles and equipment authorized key/card access to automated dispensing fuel facility. The list shall include all information required for the Contractor's input to the database.
- (b) The Contractor shall be responsible for issuing and revoking keys/cards as requested in **writing** from the DPW/Contracting Officer's Representative (COR). The Contractor shall issue keys/cards within five working days after receiving the written request from DPW/COR for additional requirements. Requests for replacement keys/cards shall be verified by signature of the COR.
- (c) The Contractor shall maintain databases as necessary to provide all reports required by the contract, including but not be limited to, customer account numbers, responsible office for key/card holders, key/card serial numbers, and other key/card data. The Contractor shall provide required reports as prescribed by the DPW/COR.
- (d) The Contractor shall maintain inventory accountability IAW contract clause 1119.04, or as directed by the COR.
- (e) The Contractor shall establish written product quality control procedures that meet Army requirements for ground fuels to include monthly filter effectiveness sampling on all filter separators, semi-annual bulk storage tank samples and random receipt samples.
- (f) The Contractor may use the following Government fuel lab to process samples: Contractor shall provide shipping and handling for samples sent to the government lab. LAB: Petroleum Testing Facility, ATTN: AMSTA-LC-CJPT, Director, US Army Petroleum Center, U Avenue, Building 85-3, New Cumberland, PA 17070-5008. Phone: 717-770-6511.
- (g) The Contractor shall develop and maintain a Spill Contingency Plan for the facility that interfaces with the Ft. Gordon Installation Spill Contingency Plan (ISCP). The Contractor shall provide a means of immediately notifying the Installation Fire Department of any Emergency, 24-hours a day.

(3) Product Resupply Ordering:

(a) The Contractor will submit re-supply orders for Diesel and Gasoline to the Defense Energy Support Center Houston (DESC-HU). The Contractor shall place orders in advance as prescribed by DESC-HU for re-supply of bulk product to ensure timely order and delivery.

(4) Product Receipt:

(a) The Contractor shall ensure that the receipt tanks are gauged before and after tank truck receipt, netted to 60 degrees Fahrenheit, and compared with the issue tank figure to determine variance. Complete documentation for each delivery shall be forwarded to DESC-HU.

(b) The Contractor shall ensure the delivery vehicle does not block access to the dispensing pumps or the bulk truck rack.

(c) The Contractor shall be responsible for government-owned petroleum product IAW clause 1116 and 1119.04

(5) Manning Requirement and Emergency Contact:

(a) A minimum of one individual shall be required at Ft. Gordon facility during normal work hours. 0700hrs to 1600 hours, five working days a week for the facility. The individual shall be able to be contacted during 0700 hours to 1600 hours for matters pertaining to the facilities.

(b) The Contractor shall ensure the facility is inspected daily for proper operations and cleanliness.

(c) The Contractor shall establish a quarterly training program to provide training to military personnel on the operation of the bulk loading rack and dispensing pumps to ensure safety and proper operation during use and to prevent spills.

(d) The Contractor shall provide an individual after normal working hours for bulk loading during unit deployment and exercises on a 2 hour notification by the DPW/COR.

(e) Emergency contact numbers for Contractor personnel to respond shall be posted throughout the facility. Installation Spill Contingency Plan (ISCP) will be clearly posted throughout the facility with applicable phone numbers for emergency response team, fire department and other personnel as required by the installation.

(f) The Contractor shall be responsible for spill response, spill containment and any clean up associated with spills IAW clause H19 and the Ft. Gordon Installation Spill Contingency Plan (ISCP). In the event of a spill, the Contractor shall notify all appropriate local, state, federal and installation officials. Contractor shall be responsible for proper disposal of contaminated items associated with any spill and any required remediation.

(g) The Contractor shall perform and maintain reports, notifications, tests, inspections and other applicable requirements, as necessary. Records of said items will be available upon request and kept on file for the period mandated by local, state or federal regulatory requirements.

(6) Quality Surveillance Plan

(a) The contractor will develop a quality surveillance plan (QSP) for monitoring contract performance. This plan will be submitted to the Contracting Officer for review and approval within 60 days after contract award. Any disagreements regarding the QSP will be resolved at least one level higher than the Contracting Officer.

7. **CONTRACT PERFORMANCE PERIOD:** The contract shall be for a period of five (5) years with three 5-year renewal options.

**CONTRACT LINE ITEM 1001 (MUCC):** The prices for the services and facility to be provided during the performance of the initial 5 year period and the three optional 5 year periods (See clause 1.87.100(b)):

<b><u>BASE PERIOD</u></b>	<b><u>PRICE PER MONTH</u></b>
Years 1 through 5	\$ _____
<b><u>FIRST OPTION</u></b>	
Years 6 through 10	\$ _____
<b><u>SECOND OPTION</u></b>	
Years 11 through 15	\$ _____
<b><u>THIRD OPTION</u></b>	
Years 16 through 20	\$ _____

**SUBLINE ITEM 1002 - NOT TO EXCEED \$2,000.00/YR. (COMM)**

a. FAS Telephone Line and Facsimile Telephone:

The Contractor will be reimbursed for direct out-of pocket costs for the FAS Telephone Line and Facsimile Telephone. Invoices for reimbursement shall be certified by the QSR and include supporting documentation.

**SUBLINE ITEM 1003 - NOT TO EXCEED \$1,000.00/YR. (PSMM)**

a. Contractor is to provide 2,500 initial keys/cards the first contract year and at the start of second year and subsequent years, shall provide 100 keys/cards annually as required by the DOL/COR at a cost of

\$ \_\_\_\_\_ PER KEY.

**SUBLINE ITEM 1004 - NOT TO EXCEED \$2,000.00/YR. (OVRT)**

a. Contractor shall be reimbursed for work performed outside normal working hours when authorized by the DOL/COR. Contractor shall be paid at a per hour rate of \$ \_\_\_\_\_ PER HOUR.

**SUBLINE ITEM 1005 - NOT TO EXCEED \$5,000.00/YR. (SLFE)**

a. Contractor will be reimbursed for direct out-of pocket costs only for any federal, state or local real estate tax, or other taxes on the facility, if assessed. Invoices for reimbursement shall be certified by the COR and include supporting documentation.

**SUBLINE ITEM 1006 - NOT TO EXCEED \$1,000.00/YR. (PSMM)**

a. Contractor will be reimbursed for direct out-of pocket costs only for the replacement of stolen or damaged fire extinguishers **in excess** of 10 each per year. Invoices for reimbursement shall be certified by the QSR and include supporting documentation.

(DESC 52.210-9F02)

**L87.07 CONDITIONS FOR OFFERS (AFDF) (DESC SEP 2000)**

- (a) Offerors must submit a price for the total requirement. Offers for less than the total requirement will not be considered for award.  
(b) The price for each multiyear option period will be determined by escalating the offered monthly price to account for changes in the

Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the South as follows:

**For the 1<sup>st</sup> Multiyear Option Period:**

CPI-W Aug 2006 X offered monthly price for the first option period= monthly price for CLIN 1001 for  
CPI-W Aug 2001 1<sup>st</sup> multiyear option period

**For the 2<sup>nd</sup> Multiyear Option Period:**

CPI-W Aug 2011 X offered monthly price for the second option period= monthly price for CLIN 1001 for  
CPI-W Aug 2001 2<sup>nd</sup> multiyear option period

**For the 3<sup>rd</sup> Multiyear Option Period:**

CPI-W Aug 2016 X offered monthly price for the third option period= monthly price for CLIN 1001 for  
CPI-W Aug 2001 3<sup>rd</sup> multiyear option period

(c) In the event that the monthly price is changed during an option period (due to increases or decreases in the services to be provided), for purposes of calculating the price for future option periods, the offered monthly price for the initial multiyear period will be adjusted by the amount of change to the monthly price reduced to account for changes in the CPI-W.

(DESC 52.207-9FA2)